

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**LABORERS' PENSION FUND and)
LABORERS' WELFARE FUND OF THE)
HEALTH AND WELFARE DEPARTMENT)
OF THE CONSTRUCTION AND GENERAL)
LABORERS' DISTRICT COUNCIL OF)
CHICAGO AND VICINITY, and JAMES S.)
JORGENSEN, Administrator of the Funds,)**

FILED: JUNE 30, 2008
08CV3728
JUDGE MORAN
MAG. JUDGE COX
J. N.

Plaintiffs,

Case No.

v.

**BONGI CONSTRUCTION CORPORATION an)
Illinois corporation, and BARRACUDA, LLC a)
voluntarily dissolved Illinois limited liability)
company, and GREGORY F. BONGIOVANNI,)
individually, and PHILIP V. BONGIOVANNI,)
individually,)**

Defendants.

COMPLAINT

Plaintiffs, Laborers' Pension Fund and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, and James S. Jorgensen, Administrator of the Funds (hereinafter collectively "Funds"), by their attorneys, Patrick T. Wallace, Jerrod Olszewski, Christina Krivanek, Amy N. Carollo, and Charles Ingrassia, for their Complaint against Defendants Bongi Construction Corporation, an Illinois corporation, and Barracuda, LLC, a voluntarily dissolved Illinois limited liability company, and Gregory F. Bongiovanni, individually, and Philip V. Bongiovanni, individually, state:

COUNT I

(Failure To Pay Employee Benefit Contributions)

1. Jurisdiction is based on Sections 502(e)(1) and (2) and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. §§1132 (e)(1) and (2) and 1145, Section 301(a) of the Labor Management Relations Act ("LMRA") of 1947 as amended, 29 U.S.C. §185(a), 28 U.S.C. §1331, federal common law, and the court's supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

2. Venue is proper pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), and 28 U.S.C. §1391 (a) and (b).

3. The Funds are multiemployer benefit plans within the meanings of Sections 3(3) and 3(37) of ERISA. 29 U.S.C. §1002(3) and 37(A). They are established and maintained pursuant to their respective Agreements and Declarations of Trust in accordance with Section 302(c)(5) of the LMRA. 29 U.S.C. § 186(c)(5). The Funds have offices and conduct business within this District.

4. Plaintiff James S. Jorgensen is the Administrator of the Funds, and has been duly authorized by the Funds' Trustees to act on behalf of the Funds in the collection of employer contributions owed to the Funds and to the Construction and General District Council of Chicago and Vicinity Training Fund, and with respect to the collection by the Funds of amounts which have been or are required to be withheld from the wages of employees in payment of Union dues for transmittal to the Construction and General Laborers' District Council of Chicago and Vicinity (the "Union"). With respect to such matters, Jorgensen is a fiduciary of the Funds within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. §1002(21)(A).

5. Defendant Bongi Construction Corporation (hereinafter “Company 1”), is an Illinois corporation. Company 1 did and does business within this District and was at all times relevant herein an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5), and Section 301(a) of the LMRA, 29 U.S.C. §185(c).

6. Defendant Barracuda, LLC, (hereinafter “Company 2”), is a voluntarily dissolved Illinois limited liability company. Company 2 voluntarily dissolved on March 17, 2008. Company 2 did and does business within this District and was at all times relevant herein an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5), and Section 301(a) of the LMRA, 29 U.S.C. §185(c).

7. The Union is a labor organization within the meaning of 29 U.S.C. §185(a). The Union and Company 1 have been parties to successive collective bargaining agreements, the most recent of which became effective June 1, 2006. (“Agreement”). (A copy of the “short form” Agreement entered into between the Union and Company 1 which Agreement adopts and incorporates Master Agreements between the Union and various employer associations, and also binds Company 1 to the Funds’ respective Agreements and Declarations of Trust is attached hereto as Exhibit A.)

8. On March 6, 2001, Company 1 terminated the collective bargaining agreement effective May 31, 2001. Through Company 1’s course of conduct, it bound itself to the successive collective bargaining agreements and Funds Agreements and Declarations of Trust by

- a. submitting and paying 60 monthly benefits reports to Funds from June 1, 2001 through January, 2006; all of which included the following certification language:

EMPLOYER'S WARRANTY AND ACCEPTANCE: The undersigned employer hereby warrants that this report accurately states all hours worked by all laborers in its employ. In addition, the employer hereby agrees to be bound to the terms of the current collective bargaining agreement executed between the Construction and general Laborers' District Council of Chicago and Vicinity and the relevant Multi Employer Associations. Further, the undersigned hereby expressly accepts and agrees to be bound by the trust agreements governing Laborer's Pension and Welfare, et al., and accepts all of the terms thereof with the intention of providing benefits to its laborers.

b. permitting the Funds to audit its books and records to determine benefit contribution compliance through December 31, 2001 and paying delinquencies revealed by that audit;

c. permitting the Funds to audit its books and records to determine benefit contribution compliance for the time period of January 1, 2002 through September 30, 2005 and paying delinquencies revealed by that audit; and

d. permitting the Funds to audit its books and records to determine benefit contribution compliance for the time period of October 1, 2005 through December 31, 2007.

9. The Funds have been duly authorized by the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund (the "Training Fund"), the Midwest Construction Industry Advancement Fund ("MCIAF"), the Chicagoland Construction Safety Council (the "Safety Fund"), the Laborers' Employers' Cooperation and Education Trust ("LECET"), the Chicago Area Independent Construction Association ("CAICA"), the CISCO Uniform Drug/Alcohol Abuse Program ("CISCO"),

and the Laborers' District Council Labor Management Committee Cooperative ("LDCLMMC"), to act as an agent in the collection of contributions due to those funds.

10. The Agreement and the Funds' respective Agreements and Declarations of Trust obligate Company 1 to make contributions on behalf of its employees covered by the Agreement for pension benefits, health and welfare benefits, for the training fund and to submit monthly remittance reports in which Company 1, *inter alia*, identifies the employees covered under the Agreement and the amount of contributions to be remitted to the Funds on behalf of each covered employee. Pursuant to the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, contributions which are not submitted in a timely fashion are assessed 10 percent liquidated damages, and 20 percent as of June 1, 2007, plus interest.

11. The Agreement and the Funds' respective Agreements and Declarations of Trust require Company 1 to submit its books and records to the Funds on demand for an audit to determine benefit contribution compliance.

12. The Agreement obligates Company 1 to obtain and maintain a surety bond to insure future wages, pension and welfare contributions.

13. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust, Company 1 has performed covered work during the months of February, 2007 forward and has:

(a) failed to submit reports and contributions to Plaintiff Laborers' Pension Fund for the period of February, 2007 forward, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

(b) failed to submit reports and contributions to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the period of February, 2007 forward, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(c) failed to submit reports and contributions to Laborers' Training Fund for the period of February, 2007 forward, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries;

(d) failed to report and pay all contributions owed to one or more of the other affiliated funds identified above for the period of February, 2007 forward, thereby depriving said fund(s) of contributions, income and information needed to administer said fund(s) and jeopardizing the benefits of the participants and beneficiaries; and

(e) failed to obtain a surety bond.

14. Company 1's actions in failing to make timely reports and contributions, and failing to obtain a bond violate Section 515 of ERISA, 29 U.S.C. §1145, and Section 301 of the LMRA. 29 U.S.C. §185.

15. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, and the terms of the Agreement and the Funds' respective Trust Agreements, Company 1 is liable to the Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid contributions, reasonable

attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant Bongi Construction Corporation:

- a. ordering Company 1 to submit benefits reports and contributions for the time period of February, 2007 forward;
- b. entering judgment in sum certain against Defendant on the amounts due and owing pursuant to the February, 2007 forward benefits reports and contributions, including interest, liquidated damages, and attorneys' fees and costs; and
- c. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT II

(Failure To Pay Union Dues)

16. Plaintiffs reallege paragraphs 1 through 15 as though fully set forth herein.
17. Pursuant to agreement, the Funds have been duly designated to serve as collection agents for the Union in that the Funds have been given the authority to collect from employers union dues which should have been or have been deducted from the wages of covered employees.
18. Notwithstanding the obligations imposed by the Agreement, Company 1 has failed to withhold and/or report to and forward union dues that were deducted or should have been deducted from the wages of its employees for the period of February, 2007 forward, thereby depriving the Union of income and information.

19. Pursuant to the Agreement, Company 1 is liable to the Funds for the unpaid union dues, as well as liquidated damages, reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant Bongi Construction Corporation:

- a. ordering Company 1 to submit benefits reports and contributions for the time period of February, 2007 forward;
- b. entering judgment in sum certain against Company 1 on the amounts due and owing pursuant to the February, 2007 forward dues reports to be submitted, including liquidated damages, and attorneys' fees and costs; and
- b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT III

(Alter Ego Liability)

20. Plaintiffs reallege paragraphs 1 through 19 as though fully set forth herein.

21. Defendant Company 2 is an alter ego of Company 1. Company 2 used and uses the same equipment formerly and currently used by Company 1; used and uses the same employees formerly and currently employed by Company 1; performed and performs the same type of work formerly and currently performed by Company 1; operates its business from the same location formerly and currently used by Company 1; uses the same phone number formerly and currently used by Company 1; is managed by and/or had its work supervised by the same personnel who managed and/or supervised

and manage and/or supervise the work performed by Company 1; Company 2 uses the same financial institution as Company 1; Company 2 has commingled funds with Company 1 and paid debt of Company 1; Company 2 used and uses the same accountant that Company 1 did and does; Company 2 permitted the Funds, pursuant to the Agreement and Funds' respective Trust Agreements, to conduct a benefit contribution compliance audit.

22. Gregory F. Bongiovanni and Philip V. Bongiovanni are the owners of Defendants Company 1 and Company 2.

23. Gregory F. Bongiovanni and Philip V. Bongiovanni direct, control, and manipulate the activities of Company 1 and Company 2.

24. Company 2 was formed by Gregory F. Bongiovanni and Philip V. Bongiovanni to avoid Company 1's obligations under the Agreement and the Funds' Agreements and Declarations of Trust.

25. Company 2 was incorporated in the state of Illinois on February 13, 2004 and has the same Registered Agent, Francis J. Bongiovanni as Company 1.

26. As an alter ego of Company 1, Company 2 is bound to the terms of the Agreement and the Funds' respective Trust Agreements and therefore liable for Company 1's debts to the Funds.

WHEREFORE, Plaintiffs respectfully request this Court to enter judgment against Defendants Bongi Construction Corporation and Barracuda, LLC as follows:

(a) Finding that Barracuda, LLC is an alter ego of Bongi Construction Corporation and bound to the Agreement and Funds' respective Trust Agreements;

(b) Finding that Barracuda, LLC and Bongi Construction Corporation are

jointly and severally liable to the Funds for the delinquent contributions, dues, interest, liquidated damages and attorneys' fees and court costs as set forth in Counts I and II; and

(c) Granting all such other legal and equitable relief as the Court deems just and proper.

COUNT IV

(Single Employer Liability)

27. Plaintiffs reallege paragraphs 1 through 26 as though fully set forth herein.

28. Defendant Company 2 is a single employer with Company 1. Company 2 used and uses the same equipment formerly and currently used by Company 1; used and uses the same employees formerly and currently employed by Company 1; performed and performs the same type of work formerly and currently performed by Company 1; operates its business from the same location formerly and currently used by Company 1; uses the same phone number formerly and currently used by Company 1; is managed by and/or had its work supervised by the same personnel who managed and/or supervised and manage and/or supervise the work performed by Company 1; Company 2 uses the same financial institution as Company 1; Company 2 has commingled funds with Company 1 and paid debt of Company 1; Company 2 used and uses the same accountant that Company 1 did and does; Company 2 permitted the Funds, pursuant to the Agreement and Funds' respective Trust Agreements, to conduct a benefit contribution compliance audit.

29. Gregory F. Bongiovanni and Philip V. Bongiovanni are the owners of Defendants Company 1 and Company 2.

30. Gregory F. Bongiovanni and Philip V. Bongiovanni direct, control, and manipulate the activities of Company 1 and Company 2.

31. Company 2 was formed by Gregory F. Bongiovanni and Philip V. Bongiovanni to avoid Company 1's obligations under the Agreement and the Funds' Agreements and Declarations of Trust.

32. Company 2 was incorporated in the state of Illinois on February 13, 2004 and has the same Registered Agent, Francis J. Bongiovanni as Company 1.

33. As a single employer with Company 1, Company 2 is bound to the terms of the Agreement and the Funds' respective Trust Agreements and therefore liable for Company 1's debts to the Funds.

WHEREFORE, Plaintiffs respectfully request this Court to enter judgment against Defendants Bongi Construction Corporation and Barracuda, LLC as follows:

(a) Finding that Barracuda, LLC is a single employer with Bongi Construction Corporation and bound to the Agreement and Funds' respective Trust Agreements;

(b) Finding that Barracuda, LLC and Bongi Construction Corporation are jointly and severally liable to the Funds for the delinquent contributions, dues, interest, liquidated damages and attorneys' fees and court costs as set forth in Counts I and II; and

(c) Granting all such other legal and equitable relief as the Court deems just and proper.

COUNT V

(Failure to Pay Employee Benefits Contributions as Revealed by an Audit)

34. Plaintiffs reallege paragraphs 1 through 33 as though fully set forth herein.

35. Company 1 and Company 2 permitted the Funds to conduct an audit to determine benefit contribution compliance. A true and accurate copy of the audit is attached hereto as Exhibit B. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust, Company 1 and Company 2 performed covered work during the audit period of January 1, 2004 through December 31, 2007; Company 1 and Company 2 failed to keep books and records that identified hours worked and hourly rate of compensation; and Company 1 and Company 2 have:

(a) failed to report and pay contributions in the amount of \$113,754.19 owed to Plaintiff Laborers' Pension Fund for the audit period of January 1, 2004 through December 31, 2007, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

(b) failed to report and pay contributions in the amount of \$178,452.10 owed to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the period of January 1, 2004 through December 31, 2007, thereby depriving the Welfare Fund of contributions, income and information needed to

administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(c) failed to report and pay contributions in the amount of \$4,596.44 owed to Laborers' Training Fund for the period of January 1, 2004 through December 31, 2007, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries;

(d) failed to report and pay contributions in the amount of \$2,992.35 owed to Laborers' District Council Labor Management Committee Cooperative ("LDCLMCC") for the audit period of January 1, 2004 through December 31, 2007, thereby depriving the LDCLMCC of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries;

(e) failed to report and pay contributions in the amount of \$778.23 owed to Laborers' MCI AF Fund ("MCI AF") for the audit period of January 1, 2004 through December 31, 2007, thereby depriving the MCI AF of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries;

(f) failed to report and pay contributions in the amount of \$1,092.10 owed to Chicago Area Independent Construction Association ("CAICA") for the audit of January 1, 2004 through December 31, 2007, thereby depriving the LECET of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries

(g) failed to report and pay contributions in the amount of \$1,246.82 owed to Laborers' Employers' Cooperation and Education Trust ("LECET") for the audit of January 1, 2004 through December 31, 2007, thereby depriving the LECET of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries; and

(h) failed to report and pay contributions in the amount of \$111.18 owed to CISCO Uniform Drug/Alcohol Abuse Program ("CISCO") for the audit of January 1, 2004 through December 31, 2007, thereby depriving the CISCO of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries

36. Under the terms of the Agreements and the Funds' respective Agreements and Declarations of Trust, Company 1 and Company 2 owe liquidated damages plus interest on all unpaid contributions. Accordingly, Company 1 and Company 2 owe \$15,759.67 in liquidated damages to the Pension Fund, \$23,997.06 in liquidated damages to the Welfare Fund, \$629.48 in liquidated damages to the Training Fund, \$299.24 in liquidated damages to the LDCLMCC Fund, \$77.82 in liquidated damages to the MCI AF Fund, \$109.21 in liquidated damages to the CAICA Fund, \$124.68 in liquidated damages to the LECET Fund, and \$11.12 in liquidated damages to the CISCO Fund, plus interest, on the unpaid contributions for the period of January 1, 2004 through December 31, 2007. A true and accurate copy of the audit summary sheet detailing the liquidated damages is attached hereto as Exhibit B-1.

37. Under the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, Company 1 and Company 2 are liable for the costs of any

audit which reveals unpaid contributions. Accordingly, Company 1 and Company 2 owe the Funds \$1,305.50 in audit costs for the audit for the period of January 1, 2004 through December 31, 2007. See Exhibit B-1.

38. Company 1 and Company 2's actions in failing to submit payment upon an audit to which they submitted their books and records violate Section 515 of ERISA, 29 U.S.C. §1145.

39. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, and the terms of the Agreement and the Funds' respective Trust Agreements, Company 1 and Company 2 are liable to the Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid contributions, audit costs, interest, and reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendants Bongi Construction Corporation and Barracuda, LLC, joint and severally:

- a. entering judgment in sum certain in favor of the Funds and against Company 1 and Company 2 on the amounts due and owing pursuant to the audit for the period of January 1, 2004 through December 31, 2007 including contributions, interest, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and
- b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT VI

(Failure to Pay Union Dues as Revealed by an Audit)

40. Plaintiffs reallege paragraphs 1 through 39 as though fully set forth herein.

41. Pursuant to agreement, the Funds have been duly designated to serve as collection agents for the Union in that the Funds have been given the authority to collect from employers union dues which have been or should have been deducted from the wages of covered employees.

42. Notwithstanding the obligations imposed by the Agreement, Company 1 and Company 2 performed covered work during the audit period and Company 1 and Company 2 failed to withhold and/or submit payment of \$16,162.34 in union dues that were or should have been withheld from the wages of employees for the period of January 1, 2004 through December 31, 2007, thereby depriving the Union of information and income. See Exhibit B.

43. Pursuant to the Agreement, Company 1 and Company 2 owe liquidated damages on all late or unpaid dues. Accordingly, Company 1 and Company 2 owe \$1,616.23 in liquidated damages for the unpaid union dues revealed as due and owing on the audit as well as audit costs, and liquidated damages on the unpaid dues, reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate. See Exhibit B-1.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendants Bongi Construction Corporation and Barracuda, LLC:

- a. entering judgment in sum certain in favor of the Funds and against Company 1 and Company 2 on the amounts due and owing pursuant to the audit for the period of January 1, 2004 through December 31, 2007 including dues, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and
- b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT VII

(Piercing the Corporate Veil as to Gregory F. Bongiovanni)

44. Plaintiffs reallege paragraphs 1 through 43 as though fully set forth herein.
45. Gregory F. Bongiovanni commingled Company 1 and Company 2's assets with his own assets.
46. Gregory F. Bongiovanni diverted assets from Company 1 to Company 2 to perform covered work and avoid union obligations.
47. Gregory F. Bongiovanni was personally enriched from disregarding the corporate identity of Company 1 and Company 2.
48. Gregory F. Bongiovanni failed to maintain arm's length relationship among Company 1 and Company 2 in that he operated and operates both Company 1 and Company 2 out of the same office, used and uses the same phone numbers for Company 1 and Company 2, and subcontracted and subcontracts work from Company 1 to Company 2.
49. Company 1 and Company 2 are undercapitalized in that both are unable to pay the contributions, dues and wages owed to their employees and to Funds.

50. Gregory F. Bongiovanni intended to and did commit a fraud on Funds by depriving eligible laborers and their dependents of pension and welfare benefits.

51. Gregory F. Bongiovanni knew the risk he was taking and to lessen his liability, he structured Company 2 as an LLC.

52. Gregory F. Bongiovanni voluntarily dissolved Company 2 after Funds found Company 2 performing covered work using Company 1's assets and demanded an accounting.

53. Gregory F. Bongiovanni obtained a multi-year contract for Company 1 and Company 2 that involved holding Company 1 out as a union company and then using Company 2 to perform the covered work at a cheaper rate. Said contract involves performing covered work in residential areas and will continue through the year 2010.

54. Gregory F. Bongiovanni poses a risk to the public in that to further monetarily benefit from his actions, he is purposefully using individuals untrained in safety to perform public utility maintenance and who will necessarily be working in and around high-voltage electrical lines and using potential injury-causing equipment in and around homes and sidewalks.

55. Gregory F. Bongiovanni disregarded the corporate form of Company 1 and Company 2 to such an extent that the distinct identities of Company 1, Company 2, and Gregory F. Bongiovanni no longer exist. Further, Gregory F. Bongiovanni has been personally enriched from disregarding the corporate identities of both companies to the extent that adhering to the corporate existence of the companies would sanction a fraud or promote an injustice.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant Gregory F. Bongiovanni as follows:

- a. piercing the corporate veil and finding Gregory F. Bongiovanni personally liable for the delinquent amounts owed by Bongi Construction Corporation and Barracuda, LLC to the Plaintiffs; and
- b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate

COUNT VIII

(Piercing the Corporate Veil as to Philip V. Bongiovanni)

56. Plaintiffs reallege paragraphs 1 through 55 as though fully set forth herein.
57. Philip V. Bongiovanni commingled Company 1 and Company 2's assets with his own assets.
58. Philip V. Bongiovanni diverted assets from Company 1 to Company 2 to perform covered work and avoid union obligations.
59. Philip V. Bongiovanni was personally enriched from disregarding the corporate identity of Company 1 and Company 2.
60. Philip V. Bongiovanni failed to maintain arm's length relationship among Company 1 and Company 2 in that he operated and operates both Company 1 and Company 2 out of the same office, used and uses the same phone numbers for Company 1 and Company 2, and subcontracted and subcontracts work from Company 1 to Company 2.
61. Company 1 and Company 2 are undercapitalized in that both are unable to pay the contributions, dues and wages owed to their employees and to Funds.

62. Philip V. Bongiovanni intended to and did commit a fraud on Funds by depriving eligible laborers and their dependents of pension and welfare benefits.

63. Philip V. Bongiovanni knew the risk he was taking and to lessen his liability, he structured Company 2 as an LLC.

64. Philip V. Bongiovanni voluntarily dissolved Company 2 after Funds found Company 2 performing covered work using Company 1's assets and demanded an accounting.

65. Philip V. Bongiovanni obtained a multi-year contract for Company 1 and Company 2 that involved holding Company 1 out as a union company and then using Company 2 to perform the covered work at a cheaper rate. Said contract involves performing covered work in residential areas and will continue through the year 2010.

66. Philip V. Bongiovanni poses a risk to the public in that to further monetarily benefit from his actions, he is purposefully using individuals untrained in safety to perform public utility maintenance and who will necessarily be working in and around high-voltage electrical lines and using potential injury-causing equipment in and around homes and sidewalks.

67. Philip V. Bongiovanni disregarded the corporate form of Company 1 and Company 2 to such an extent that the distinct identities of Company 1, Company 2, and Gregory F. Bongiovanni no longer exist. Further, Gregory F. Bongiovanni has been personally enriched from disregarding the corporate identities of both companies to the extent that adhering to the corporate existence of the companies would sanction a fraud or promote an injustice.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant Philip V. Bongiovanni as follows:

- a. piercing the corporate veil and finding Philip V. Bongiovanni personally liable for the delinquent amounts owed by Bongi Construction Corporation and Barracuda, LLC to the Plaintiffs; and
- b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

June 30, 2008

Laborers' Pension Fund, et al.

/s/ Jerrod Olszewski
Jerrod Olszewski

Patrick T. Wallace
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HEADQUARTERS OF

Construction & General Laborers' District Council of Chicago and Vicinity

Aligned with the Laborers International Union of North America, A. F. of L. - C. I. O.

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LOCALS 1, 2, 4, 5, 6, 25, 75, 76, 96, 118, 149, 152, 225, 260, 269, 288, 582, 681, 1001, 1002, 1006, 1035, 1092, 1094

Joseph A. Lombardo, Jr.
Secretary-Treasurer

MEMORANDUM OF JOINT WORKING AGREEMENT

Ernest Kumerow
President
Business Manager

It is hereby stipulated and agreed by and between Bongri Constr Corporation hereinafter called the "EMPLOYER", and the CONSTRUCTION AND GENERAL LABORERS DISTRICT COUNCIL OF CHICAGO AND VICINITY, herein called the "UNION", representing and encompassing Local Nos. 1, 2, 4, 5, 6, 25, 75, 76, 96, 118, 149, 152, 225, 260, 269, 288, 582, 681, 1001, 1002, 1006, 1035, 1092, and 1094, and encompassing the geographical areas of the Counties of Cook, Lake, Du Page, Will, Grundy, Kendall, Kane, McHenry, and Boone, in the State of Illinois, together with any other locals which may come within the jurisdiction of the UNION, that:

1. Employer, in response to the Union's claim that it represents an uncoerced majority of each Employer's laborer employees, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of laborer employees. Therefore, the Union is hereby recognized as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment in accordance with Section 9 of the National Labor Relations Act without the need for a Board Certified Election.

2. The EMPLOYER affirms and adopts the Collective Bargaining Agreements between the UNION and the Builders Association of Chicago and Vicinity, the Concrete Contractors Association of Greater Chicago, the Illinois Road Builders Association, the Underground Contractors Association, Mason Contractors Association of Greater Chicago, Street Paving and Ground Separation Contractors, Chicagoland Association of Wall and Ceiling Contractors, Chicago Building Wreckers Association, Lumber Trade Association, Lake County Contractors Association, Lake County Paving Contractors Association and Sewer Contractor Association, Association of Wall and Ceiling Contractors of Lake County, and all other associations with whom the District Council or any of its affiliated local unions has a duly negotiated agreement, and re-establishes all agreements from June 1, 1976, together with all amendments thereto. It is further agreed that where a contractor works in the jurisdiction of any local UNION, then the agreement of the local UNION is herein specifically incorporated in this agreement and shall supersede the standard District Council agreements in the case of any conflict between the District Council agreement and the local agreement having to do with wages, benefits, or conditions of employment. Nothing herein shall limit the jurisdiction of this agreement to less than that provided in this Memorandum of Agreement.

3. The EMPLOYER agrees to pay the amounts which (he) (it) is bound to pay under said Collective Bargaining Agreements to the HEALTH AND WELFARE DEPARTMENT OF CONSTRUCTION AND GENERAL LABORERS DISTRICT COUNCIL OF CHICAGO AND VICINITY, to the LABORERS' PENSION FUND, and to become bound by and be considered a party to the Agreements and the Declaration of Trust creating said Trust Funds as if (he) (it) had signed the original copies of the Trust instruments and amendments thereto. The EMPLOYER ratifies and confirms the appointment of the EMPLOYER Trustees who shall, together with their successor Trustees designated in the manner provided in said Agreements and Declaration of Trusts and jointly with an equal number of Trustees appointed by the UNION, carry out the terms and conditions of the Trust instruments.

The EMPLOYER further affirms and re-establishes that all prior contributions paid to the Welfare and Pension Funds were made by duly authorized agents of the EMPLOYER at the proper rates for the appropriate periods of time and that by making said prior contributions the EMPLOYER evidences the intent to be bound by the terms of the Trust Agreement and Collective Bargaining Agreements which were operative at the time the contributions were made, acknowledging the report form to be a sufficient instrument in writing to bind the EMPLOYER to the applicable agreements.

4. Employees covered by this Memorandum of Agreement shall retain all the work traditionally performed by laborers. The EMPLOYER agrees that he will not cause any such traditionally performed work to be done at a construction site by employees other than those covered by this Memorandum of Agreement, except with the prior written consent of the UNION. Any EMPLOYER who contracts out or sublets any of the work coming within the jurisdiction of the UNION shall assume the obligations of any subcontractor for prompt payment of employees' wages and other benefits, including reasonable attorney's fees incurred in enforcing the provisions hereof. Notwithstanding any agreement to the contrary, the EMPLOYER'S violation of any provision of this paragraph will give the UNION the right to take any other lawful action, including all remedies at law or equity.

5. In the event of any change in the ownership, management, or operation of the EMPLOYER'S business by sale or otherwise, it is agreed that as a condition of such transfer or change it shall be provided in the instrument effecting the change that the new owner and management shall be fully bound by the terms and conditions of this Agreement. This Agreement is applicable to all successors and transferees of the EMPLOYER, whether or not they are otherwise.

6. The negotiated wage and fringe benefit contribution rates in the various collective bargaining agreements are as follows:

June 1, 1988	\$16.05 per hour	Wages
	1.37 per hour	Health & Welfare Fund
	1.30 per hour	Pension Fund
	.10 per hour	Training Fund
	.02 per hour	M.C.I.A.F.
May 31, 1989	Dues Deductions are \$0.20 per hour for each hour worked.	
June 1, 1989	A Seventy five Cent (.75¢) per hour increase to be allocated between wages and benefits. One Cent (.01¢) per hour Chicagoland Construction Safety Council.	
	Welfare and Pension remain as above unless additions are allocated.	
	Training remain as above unless additions are allocated.	
	M.C.I.A.F. remain as above.	
May 31, 1990	Dues deductions are \$0.20 per hour unless notified of an increase.	
June 1, 1990	A Seventy Five Cent (.75¢) per hour increase to be allocated between wages and benefits. Welfare and Pension remain as above unless additions are allocated.	
	Training remain as above unless additions are allocated.	
	M.C.I.A.F. and Chicagoland Construction Safety Council remain as above.	
May 31, 1991	Dues deductions are \$0.20 per hour unless notified of an increase.	
	All additional wage rate, dues checkoff, or fringe benefit increases as negotiated after May 31, 1991 shall be incorporated in this Memorandum of Agreements.	

7. Effective June 1, 1988 all EMPLOYERS covered by this Memorandum of Agreement incorporating the various Collective Bargaining Agreements shall deduct from the wages of employees covered by said contract, working dues in the amount of Twenty Cents (\$.20¢) for each straight-time hour worked and Twenty Cents (\$.20¢) for each overtime hour worked, and shall remit monthly to the UNION office designated to the EMPLOYER by the District Council the sums so deducted, together with an accurate list of employees from whose wages said dues were deducted and the amounts applicable to each employee, not later than the 15th day of the month following the month for which said deductions were made.

8. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c) (4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written agreements from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period of more than one year or beyond the termination date of the Memorandum of Agreement, whichever occurs first.

9. This Agreement shall remain in full force and effect until the expiration date of the last of the various Collective Bargaining Agreements incorporated herein, and thereafter unless there has been given notice (less than sixty (60) days nor more than ninety (90) days from the expiration date) written notice by registered mail or certified mail by either party to the other of its intent to terminate and amend this Agreement through Negotiations. In the absence of such notice, the EMPLOYER and the UNION agree to be bound by the area-wide negotiated contracts with the various Associations, incorporating them into this Memorandum of Agreement and extending this Agreement for the life of the newly negotiated contract.

10. The employer acknowledges and accepts the facsimile signatures on this contract as if they were the original signatures. The employer further acknowledges receipt of a copy of the complete Joint Working Agreement.

Dated at Palatine this 21 day of Feb, 1989

ACCEPTED:

Laborers' Local Union No. 2

By

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

By

By

Ernest Kumerow, President Business Manager

Joseph A. Lombardo, Jr. Secretary-Treasurer

By

Bongri Construction Corporation
651 First Bank Dr. Palatine, IL
(Address)

By

By

991-5020

(Telephone)

TRUST F

tabbles

EXHIBIT

A

BONGI CONSTRUCTION CORP. / BARRACUDA, LLC
334 E. COLFAX ST., SUITE E
PALATINE, IL 60067

EMPLOYER #20446

JANUARY 1, 2004 – DECEMBER 31, 2007



BANSLEY AND KIENER, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS
O'HARE PLAZA
8745 WEST HIGGINS ROAD, SUITE 200
CHICAGO, ILLINOIS 60631
AREA CODE 312 263.2700

June 2, 2008

Board of Trustees
Pension and Welfare Funds of Construction and General
Laborers' District Council of Chicago and Vicinity
11465 Cermak Rd.
Westchester, IL 60154

We have applied certain procedures, as discussed below, to the payroll records of Bongi Construction Corp. / Barracuda, LLC, a contributing employer to the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, for the period January 1, 2004 to December 31, 2007. The purpose of our review was to assist you in determining whether contributions to the Trust Funds are being made in accordance with the collective bargaining agreement in effect and with the Trust Agreement of the Fund. The propriety of the contributions is the responsibility of the employer's management.

Our procedures generally include a review of the pertinent provisions of the collective bargaining agreements and comparing underlying employer payroll records to Fund contribution records. The employer records we review may include payroll journals, individual earnings records, payroll tax returns, contribution reports, job classifications, and general disbursement records. The scope of this engagement is limited to records made available by the employer and would not necessarily disclose all exceptions in employer contributions to the Trust Fund. Any compensation paid to employees not disclosed to us or made part of the written record is not determinable by us and is not included in our review.

Our procedures relate to a review of the employer's payroll records only and do not extend to any financial statements of the contributing employer. The procedures were substantially less in scope than an audit of the financial statements of the contributing employer, the objective of which is the expression of an opinion on the contributing employer's financial statements. Accordingly, no such opinion is expressed.

The exceptions to employer contributions are noted on the accompanying report.

Bansley and Kiener, L.L.P.

BANSLEY and KIENER, L.L.P.
Certified Public Accountants

Laborers' District Council

Reconciliation of Differences Per Year

Fiscal Year Ending	5-31 2004	5-31 2005	5-31 2006	5-31 2007	5-31 2008	Total Due
Hours Not Reported - Bongri Constr.	0.00	0.00	141.50	0.00	0.00	141.50
Hours Not Reported - Barracuda, LLC	349.00	4,818.25	5,808.75	5,932.50	7,718.75	24,627.25
Dollar Amount Due						
Welfare	1,455.33	30,403.17	40,818.72	44,256.46	61,518.45	178,452.13
Pension	1,179.63	16,574.78	23,443.99	28,713.30	43,842.50	113,754.20
Training	59.33	819.12	1,011.57	1,008.54	1,698.15	4,596.71
IAF	24.43	337.29	416.54	N/A	N/A	778.26
CAICA	N/A	N/A	N/A	474.60	617.50	1,092.10
LECET	17.45	240.93	305.92	296.64	385.95	1,246.89
LMDC	41.88	578.19	734.13	711.90	926.25	2,992.35
CISCO	3.49	48.20	59.53	N/A	N/A	111.22
Working Dues	177.12	2,445.28	3,227.86	3,275.48	7,036.60	16,162.34
Total	2,958.66	51,446.96	70,018.26	78,736.92	116,025.40	319,186.20

Plus previous late charges assessed by Laborers' Pension and Welfare Funds	0.00
Plus previous underpayments incurred to Laborers' District Council Funds	0.00
Plus previous penalties incurred to Laborers' District Council Funds	0.00
Audit Fee	1,305.50
Total amount due	320,491.70

Employer Name -	BONGI CONSTR. / BARRACUDA, LLC	Person Contacted -	GREGORY ROSS
Employer -	20446	Date of Contact -	MARCH 13, 2008
Date of Audit -	MARCH 31, 2008	Telephone -	847-980-8201
Audit Period -	JAN. 1, 2004 - DEC. 31, 2007	Auditor -	DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Barracuda, LLC

SS#	Name	Rate	2003												2004					Total Hours
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
3437	MARAVILLA, ELIAS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73.75	20.00	83.75					
9544	MORA, ANTONIO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.75	24.75					
0901	PADILLA, JUAN		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.50	18.50					
2715	ROSA, JUAN		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	64.00	212.00					
	Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	221.75	127.25	349.00					

Welfare		\$4.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	924.70	530.63	1,455.33					
Pension		\$3.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	749.52	430.11	1,179.63					
Training		\$0.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.70	21.63	59.33					
IAF		\$0.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.52	8.91	24.43					
LECET		\$0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.09	6.36	17.45					
LMDC		\$0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.61	15.27	41.88					
CISCO		\$0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.22	1.27	3.49					
Working Dues		\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.54	64.58	177.12					
Total			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,879.90	1,078.76	2,958.66					

Note: Hours worked for Elias Maravilla and Juan Rosa were determined by dividing monthly Barracuda, LLC 1099 wages by \$15/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Antonio Mora and Juan Padilla were determined by dividing monthly Barracuda, LLC 1099 wages by \$25/hr. and rounding up to the nearest quarter hour.

Employer Name - BONGI CONSTR. / BARRACUDA, LLC Employer - 20446 Date of Audit - MARCH 31, 2008 Audit Period - JAN. 1, 2004 - DEC. 31, 2007	Person Contacted - GREGORY ROSS Date of Contact - MARCH 13, 2008 Telephone - 847-980-8201 Auditor - DANIEL TIMM
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Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages - Barracuda, LLC

SS#	Name	2003												2004				Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					
3437	MARAVILLA, ELIAS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,138.75	580.00	2,718.75				
9544	MORA, ANTONIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	717.75	717.75				
0901	PADILLA, JUAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	536.50	536.50				
2715	ROSA, JUAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,292.00	1,856.00	6,148.00				
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,430.75	3,690.25	10,121.00				
Rate - 1.75% of gross wages																		
Dues		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.54	64.58	177.12				

Note: Dues deficiencies were calculated based on scale of \$29/hr.

Employer Name - BONGI CONSTR. / BARRACUDA, LLC				Person Contacted - GREGORY ROSS			
Employer - 20446				Date of Contact - MARCH 13, 2008			
Date of Audit - MARCH 31, 2008				Telephone - 847-980-8201			
Audit Period - JAN. 1, 2004 - DEC. 31, 2007				Auditor - DANIEL TIMM			

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Barracuda, LLC

SS#	Name	Rate	2004												2005					Total Hours
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
9924	AGUILAR, ALDO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185.00	294.00	479.00				
9295	AYALA, GERMAN		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.00	158.00	289.00				
3114	AYALA, MOISES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	180.50	239.50				
4327	BLASKOVICH, MICHAEL E		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.50				
9577	FECAROTTA, P		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.00				
3735	MACHUCA, EDUARDO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	138.00				
655	MATA, PEDRO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	139.50				
613	MOK, JOE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	36.00				
3681	MOLA, TINO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.50	170.25				
3544	MORA, ANTONIO		82.25	111.00	71.25	110.00	50.00	43.50	0.00	0.00	72.00	113.75	113.75	194.00	157.00	1,118.50				
3039	MORA, GERARDO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.00	69.00	0.00	0.00	0.00	110.00				
901	PADILLA, JUAN		89.25	120.50	82.00	115.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.75	165.00	620.00				
3034	PALOMINO, HECTOR		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00				
3586	QUINTERO, ARMANDO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	173.75	212.00	386.75				
3988	SANDIS, JAMES		40.00	112.50	41.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.50				
3957	VALENCIA, FERNANDO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.50	157.75	310.25				
385	VALENCIA, RAMIRO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77.25	118.25	195.50				
35642	VAZQUEZ, ROLANDO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163.50	0.00	163.50				
3206	WILLIAMS, LENARD		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61.50	0.00	0.00	0.00	0.00	61.50				
	Total		211.50	344.00	194.25	237.50	50.00	43.50	0.00	0.00	488.00	493.00	113.75	1,173.75	1,469.00	4,818.25				

Welfare	\$6.31	1,334.57	2,170.64	1,226.72	1,498.63	315.50	274.49	0.00	3,079.28	3,110.83	717.76	7,406.36	9,269.39	30,403.17
Pension	\$3.44	727.56	1,183.36	668.22	817.00	172.00	149.64	0.00	1,678.72	1,695.92	391.30	4,037.70	5,053.36	16,574.78
Training	\$0.17	35.96	58.48	33.02	40.38	8.50	7.40	0.00	82.96	83.81	19.34	199.54	249.73	819.12
IAF	\$0.07	14.81	24.08	13.60	16.63	3.50	3.05	0.00	34.16	34.51	7.96	82.16	102.83	337.29
LECET	\$0.05	10.58	17.20	9.71	11.88	2.50	2.18	0.00	24.40	24.65	5.69	58.69	73.45	240.93
LMDC	\$0.12	25.38	41.28	23.31	28.50	6.00	5.22	0.00	58.56	59.16	13.65	140.85	176.28	578.19
CISCO	\$0.01	2.12	3.44	1.94	2.38	0.50	0.44	0.00	4.88	4.93	1.14	11.74	14.69	48.20
Working Dues	\$0.00	107.34	174.58	98.58	120.53	25.38	22.08	0.00	247.66	250.20	57.73	596.68	745.52	2,445.28
Total		2,258.32	3,673.06	2,074.10	2,535.93	533.88	464.50	0.00	5,210.62	5,264.01	1,214.57	12,532.72	15,885.25	51,446.96

Note: Hours worked for Rolando Vazquez were determined by dividing monthly Barracuda, LLC 1099 wages by \$12/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Aldo Aguilar, German Ayala, Moises Ayala, Michael E. Blaskovich, P. Fecarotta, Eduardo Machuca, Pedro Mata, Tino Mola, Hector Palomino, Armando Quintero, James Sandis, Fernando Valencia, and Lenard Williams were determined by dividing monthly Barracuda, LLC 1099 wages by \$15/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Joe Mok, Gerardo Mora, and Ramiro Valencia were determined by dividing monthly Barracuda, LLC 1099 wages by \$20/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Antonio Mora and Juan Padilla were determined by dividing monthly Barracuda, LLC 1099 wages by \$25/hr. and rounding up to the nearest quarter hour.

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages - Barracuda, LLC

SS#	Name	2004												2005					Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
00924	AGUILAR, ALDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,365.00	8,526.00	13,891.00				
02995	AYALA, GERMAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,799.00	4,582.00	8,381.00				
3114	AYALA, MOISES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,421.00	5,524.50	6,945.50					
24327	BLASKOVICH, MICHAEL E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,551.50	0.00	0.00	0.00	0.00	0.00	1,551.50				
39577	FECAROTTA, P	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,247.00	0.00	0.00	0.00	0.00	0.00	1,247.00				
38735	MACHUCA, EDUARDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,581.00	1,421.00	0.00	0.00	0.00	0.00	4,002.00				
4655	MATA, PEDRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,696.50	2,349.00	0.00	0.00	0.00	0.00	4,045.50				
39613	MOK, JOE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	870.00	0.00	0.00	0.00	174.00	1,044.00				
39681	MOLA, TINO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,015.50	2,617.25	0.00	0.00	0.00	304.50	4,937.25				
39544	MORA, ANTONIO	2,385.25	3,219.00	2,066.25	3,190.00	1,450.00	1,261.50	0.00	2,088.00	3,298.75	3,298.75	5,626.00	4,553.00	32,436.50					
39039	MORA, GERARDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,189.00	2,001.00	0.00	0.00	0.00	0.00	3,190.00				
0901	PADILLA, JUAN	2,588.25	3,494.50	2,378.00	3,349.50	0.00	0.00	0.00	0.00	0.00	0.00	1,384.75	4,785.00	17,980.00					
034	PALOMINO, HECTOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,740.00	0.00	0.00	0.00	0.00	1,740.00				
3986	QUINTERO, ARMANDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,038.75	6,148.00	11,186.75					
3968	SANDIS, JAMES	1,160.00	3,262.50	1,189.00	348.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,959.50				
3957	VALENCIA, FERNANDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,422.50	4,574.75	8,997.25					
39385	VALENCIA, RAMIRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,240.25	3,429.25	5,669.50					
39642	VAZQUEZ, ROLANDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,741.50	0.00	4,741.50					
2206	WILLIAMS, LENARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,783.50	0.00	0.00	0.00	0.00	0.00	1,783.50				
Total		6,133.50	9,976.00	5,633.25	6,887.50	1,450.00	1,261.50	0.00	14,152.00	14,297.00	3,298.75	34,038.75	42,601.00	139,729.25					
Rate - 1.75% of gross wages																			
Dues		107.34	174.58	98.56	120.53	25.38	22.08	0.00	247.66	250.20	57.73	595.68	745.52	2445.28					

Note: Dues deficiencies were calculated based on scale of \$29/hr.

Employer Name - BONGI CONSTR. / BARRACUDA, LLC		Person Contacted - GREGORY ROSS	
Employer -	20446	Date of Contact -	MARCH 13, 2008
Date of Audit -	MARCH 31, 2008	Telephone -	847-980-8201
Audit Period -	JAN. 1, 2004 - DEC. 31, 2007	Auditor -	DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Bongei Construction Corp.

SS#	Name	Rate	2005												2006					Total Hours
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
8741	JARAMILLO, ANGEL		0.00	0.00	0.00	0.00	0.00	141.50	135.50	32.00	0.00	0.00	0.00	0.00	309.00					
	Total		0.00	0.00	0.00	0.00	0.00	141.50	135.50	32.00	0.00	0.00	0.00	0.00	309.00					
	Welfare	\$6.86	0.00	0.00	0.00	0.00	0.00	970.69	0.00	0.00	0.00	0.00	0.00	0.00	970.69					
	Pension	\$3.94	0.00	0.00	0.00	0.00	0.00	557.51	0.00	0.00	0.00	0.00	0.00	0.00	557.51					
	Training	\$0.17	0.00	0.00	0.00	0.00	0.00	24.06	0.00	0.00	0.00	0.00	0.00	0.00	24.06					
	IAF	\$0.07	0.00	0.00	0.00	0.00	0.00	9.91	0.00	0.00	0.00	0.00	0.00	0.00	9.91					
	LECET	\$0.05	0.00	0.00	0.00	0.00	0.00	7.08	6.78	1.60	0.00	0.00	0.00	0.00	15.46					
	LMDC	\$0.12	0.00	0.00	0.00	0.00	0.00	16.98	16.26	3.84	0.00	0.00	0.00	0.00	37.08					
	GISCO	\$0.01	0.00	0.00	0.00	0.00	0.00	1.42	0.00	0.00	0.00	0.00	0.00	0.00	1.42					
	Working Dues	\$0.00	0.00	0.00	0.00	0.00	0.00	74.66	71.49	16.88	0.00	0.00	0.00	0.00	163.03					
	Total		0.00	0.00	0.00	0.00	0.00	1,662.31	94.53	22.32	0.00	0.00	0.00	0.00	1,779.16					

Note: The deficient hours in December 2005 and January 2006 are to the LECET and LMDC Funds only.

Employer Name - BONGI CONSTR. / BARRACUDA, LLC		Person Contacted - GREGORY ROSS	
Employer -	20446	Date of Contact -	MARCH 13, 2008
Date of Audit -	MARCH 31, 2008	Telephone -	847-980-8201
Audit Period -	JAN. 1, 2004 - DEC. 31, 2007	Auditor -	DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages - Bongel Construction Corp.

SS#	Name	2005												2006					Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
3741	JARAMILLO, ANGEL	0.00	0.00	0.00	0.00	0.00	4,266.24	4,086.33	964.80	0.00	0.00	0.00	0.00	9,316.37					
	Total	0.00	0.00	0.00	0.00	0.00	4,266.24	4,086.33	964.80	0.00	0.00	0.00	0.00	9,316.37					
Rate - 1.75% of gross wages																			
	Dues	0.00	0.00	0.00	0.00	0.00	74.66	71.49	16.88	0.00	0.00	0.00	0.00	163.03					

Employer Name - BONGI CONSTR. / BARRACUDA, LLC	Person Contacted - GREGORY ROSS
Employer - 20446	Date of Contact - MARCH 13, 2008
Date of Audit - MARCH 31, 2008	Telephone - 847-980-8201
Audit Period - JAN. 1, 2004 - DEC. 31, 2007	Auditor - DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Barracuda, LLC

SS#	Name	Rate	2005												2006					Total Hours
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
0924	AGUILAR, ALDO		278.75	278.75	168.75	261.50	196.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	1,283.75					
3295	AYALA, GERMAN		157.75	126.00	58.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	341.75					
3114	AYALA, MOISES		197.00	165.50	101.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	463.50					
7170	CARUSO, TONY		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.00	0.00	14.00					
8735	MACHUCA, EDUARDO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.75					
2613	MOK, JOE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.75					
9681	MOLA, TINO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.00					
9544	MORA, ANTONIO		165.25	151.00	107.25	157.25	132.50	125.00	135.75	109.75	125.75	167.25	122.50	127.25	1,626.50					
8074	MORA, DAMIAN		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	370.50					
9039	MORA, GERARDO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.00	0.00	0.00	148.50					
3159	MORA, HERIBERTO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.50					
0901	PADILLA, JUAN		67.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	274.75					
3034	PALOMINO, HECTOR		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.75					
0895	QUINTERO, ARMANDO		197.50	112.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	334.25					
6586	RODRIGUEZ, RAUL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	422.75					
3957	VALENCIA, FERNANDO		159.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	159.00					
9385	VALENCIA, RAMIRO		118.50	15.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	134.25					
2206	WILLIAMS, LENARD		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.75	26.75	0.00	0.00	58.50					
Total			1,341.00	849.00	435.00	418.75	328.50	242.00	262.50	365.00	494.00	407.00	296.50	369.50	5,808.75					

Welfare	\$6.86	9,199.26	5,824.14	2,984.10	2,872.63	2,253.51	1,660.12	1,800.75	2,503.90	3,388.84	2,792.02	2,033.99	2,534.77	39,848.03
Pension	\$3.94	5,283.54	3,345.06	1,713.90	1,649.88	1,294.29	953.48	1,034.25	1,438.10	1,946.36	1,603.58	1,168.21	1,455.83	22,886.48
Training	\$0.17	227.97	144.33	73.95	71.19	56.85	41.14	44.63	62.05	83.98	69.19	50.41	62.82	987.51
IAF	\$0.07	93.87	59.43	30.45	29.31	23.00	16.94	18.38	25.55	34.56	28.49	20.76	25.87	406.63
LECET	\$0.05	67.05	42.45	21.75	20.94	16.43	12.10	13.13	18.25	24.70	20.35	14.83	18.48	290.46
LMDC	\$0.12	160.92	101.88	52.20	50.25	39.42	29.04	31.50	43.80	59.28	48.84	35.58	44.34	697.05
CISCO	\$0.01	13.41	8.49	4.35	4.19	3.29	2.42	2.63	3.65	4.94	4.07	2.97	3.70	58.11
Working Dues	\$0.00	707.54	447.95	229.52	220.94	173.32	127.69	138.50	192.58	260.85	214.74	156.44	194.96	3,064.83
Total		15,753.56	9,973.73	5,110.22	4,919.33	3,858.11	2,842.93	3,083.77	4,287.88	5,803.33	4,781.28	3,483.19	4,340.77	68,239.10

Note: Hours worked for Aldo Aguilar, German Ayala, Moises Ayala, Tony Caruso, Eduardo Machuca, Tino Mola, Hector Palomino, Armando Quintero, Raul Rodriguez, Fernando Valencia, and Lenard Williams were determined by dividing monthly Barracuda, LLC 1099 wages by \$15/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Joe Mok, Damian Mora, Gerardo Mora, and Ramiro Valencia were determined by dividing monthly Barracuda, LLC 1099 wages by \$20/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Antonio Mora, Heriberto Mora, and Juan Padilla were determined by dividing monthly Barracuda, LLC 1099 wages by \$25/hr. and rounding up to the nearest quarter hour.

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages - Barracuda, LLC

SS#	Name	2005												2006					Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
3924	AGUILAR, ALDO	8,404.31	8,404.31	5,087.81	7,884.22	5,909.40	3,015.00	0.00	0.00	0.00	0.00	0.00	0.00	38,705.05					
3295	AYALA, GERMAN	4,756.16	3,798.90	1,748.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,303.76					
3114	AYALA, MOISE	5,939.55	4,989.82	3,045.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,974.52					
7170	CARUSO, TONY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	422.10	0.00	422.10					
8735	MACHUCA, EDUARDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	806.51	0.00	0.00	806.51					
2613	MOK, JOE	0.00	0.00	0.00	0.00	0.00	0.00	505.01	0.00	0.00	0.00	0.00	0.00	505.01					
9681	MOLA, TINO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,170.80	0.00	0.00	0.00	2,170.80					
9544	MORA, ANTONIO	4,982.28	4,552.65	3,233.58	4,741.08	3,994.87	3,768.75	4,092.86	3,308.96	3,791.36	5,042.58	3,693.37	3,836.58	49,038.92					
3074	MORA, DAMIAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,909.47	3,663.22	4,597.87	11,170.56					
3039	MORA, GERARDO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,743.65	1,733.62	0.00	0.00	4,477.27					
3159	MORA, HERIBERTO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,160.77	0.00	1,160.77					
9901	PADILLA, JUAN	2,027.58	0.00	0.00	0.00	0.00	0.00	233.66	2,592.90	723.60	0.00	0.00	0.00	8,283.70					
3034	PALOMINO, HECTOR	0.00	0.00	0.00	0.00	0.00	0.00	685.91	0.00	0.00	0.00	0.00	0.00	685.91					
6586	QUINTERO, ARMANDO	5,954.62	3,376.80	0.00	0.00	0.00	512.55	233.66	0.00	0.00	0.00	0.00	0.00	10,077.63					
0895	RODRIGUEZ, RAUL	0.00	0.00	0.00	0.00	0.00	0.00	2,163.26	4,145.62	4,656.17	1,778.85	0.00	0.00	12,745.90					
3957	VALENCIA, FERNANDO	4,793.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,793.85					
9385	VALENCIA, RAMIRO	3,572.77	474.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,047.63					
2206	WILLIAMS, LENARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	957.26	806.51	0.00	0.00	0.00	1,763.77					
	Total	40,431.12	25,597.34	13,115.24	12,625.30	9,904.27	7,296.30	7,914.36	11,004.74	14,894.09	12,271.03	8,939.46	11,140.41	175,133.66					

Rate - 1.75% of gross wages													
Dues	707.54	447.95	229.52	220.94	173.32	127.69	138.50	192.58	260.65	214.74	156.44	194.96	3064.83

Rate - 1.75% of gross wages

Dues

707.54

447.95

229.52

220.94

173.32

127.69

138.50

192.58

260.65

214.74

156.44

194.96

3064.83

Note: Dues deficiencies were calculated based on scale of \$30.15/hr.

Employer Name -	BONGI CONSTR. / BARRACUDA, LLC	Person Contacted -	GREGORY ROSS
Employer -	20446	Date of Contact -	MARCH 13, 2008
Date of Audit -	MARCH 31, 2008	Telephone -	847-980-8201
Audit Period -	JAN. 1, 2004 - DEC. 31, 2007	Auditor -	DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Barracuda, LLC

SS#	Name	Rate	2006												2007					Total Hours
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
8215	CAPPIELLO, RICHARD		170.75	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	262.75					
7170	CARUSO, TONY		0.00	0.00	0.00	0.00	0.00	0.00	29.50	0.00	0.00	52.00	0.00	0.00	81.50					
9303	CERVANTES, JUAN C		0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	103.25	0.00	22.00	235.25					
7058	CERVANTES SR, JUAN C		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.00	0.00	19.50	47.50					
4462	CIKAUSKAS, DONNY		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146.00	146.00					
2973	GARDUÑO, ARTURO		0.00	0.00	0.00	0.00	0.00	0.00	63.50	0.00	0.00	60.50	0.00	0.00	164.00					
7426	GOMEZ, HERACLIO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.75	0.00	0.00	48.75					
7142	JARAMILLO, E		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.00	66.00					
7667	LOPEZ, EDUARDO		0.00	0.00	0.00	0.00	0.00	0.00	81.50	11.00	58.50	228.25	0.00	0.00	379.25					
3735	MACHUCA, EDUARDO		0.00	0.00	0.00	0.00	0.00	0.00	14.25	0.00	0.00	0.00	0.00	0.00	14.25					
5786	MOLINA, ROBERT		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
9544	MORA, ANTONIO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
9074	MORA, DAMIAN		171.75	119.00	137.25	191.75	137.25	127.00	156.50	53.00	31.25	161.25	141.00	149.75	1,576.75					
9039	MORA, GERARDO		77.50	0.00	0.00	33.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.50	148.50					
901	PADILLA, JUAN		137.00	143.50	176.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	458.50					
949	PEREZ, JORGE H		0.00	0.00	0.00	91.00	129.75	93.00	135.75	35.00	45.25	117.25	136.50	141.75	1,332.75					
949	RODRIGUEZ, JESUS		0.00	0.00	0.00	0.00	0.00	0.00	54.00	15.00	0.00	0.00	0.00	0.00	426.50					
985	RODRIGUEZ, RAUL		0.00	0.00	0.00	0.00	54.50	0.00	0.00	0.00	0.00	30.50	25.00	0.00	90.50					
206	WILLIAMS, LENARD		0.00	0.00	0.00	0.00	0.00	0.00	13.50	0.00	0.00	0.00	0.00	0.00	13.50					
Total		684.00	433.00	440.50	484.00	460.50	311.00	618.50	114.00	215.00	903.75	418.25	850.00	5,932.50						

Welfare	\$7.46	5,102.64	3,230.18	3,286.13	3,610.64	3,435.33	2,320.06	4,614.01	850.44	1,603.90	6,741.98	3,120.15	6,341.00	44,256.46
Pension	\$4.84	3,310.56	2,095.72	2,132.02	2,342.56	2,228.82	1,505.24	2,993.54	551.76	1,040.60	4,374.15	2,024.33	4,114.00	28,713.30
Training	\$0.17	116.28	73.61	74.89	82.28	78.29	52.87	105.15	19.38	36.55	153.64	71.10	144.50	1,008.54
CAICA	\$0.08	54.72	34.64	35.24	38.72	36.84	24.88	49.48	9.12	17.20	72.30	33.46	68.00	474.60
LECET	\$0.05	34.20	21.65	22.03	24.20	23.03	15.55	30.93	5.70	10.75	45.19	20.91	42.50	296.64
LMDC	\$0.12	82.08	51.96	52.86	58.08	55.26	37.32	74.22	13.68	25.80	108.45	50.19	102.00	711.90
Working Dues	\$0.00	377.65	239.07	243.21	267.23	254.25	171.71	341.49	62.94	118.71	498.98	230.93	469.31	3,275.48
Total		9,078.13	5,746.83	5,846.38	6,423.71	6,111.82	4,127.63	8,208.82	1,513.02	2,853.51	11,994.69	5,551.07	11,281.31	78,736.92

Note: Hours worked for Richard Cappiello, Tony Caruso, Juan C. Cervantes, Juan C. Cervantes, Sr., Donny Cikauskas, Arturo Garduno, Heracilio Gomez, E. Jaramillo, Eduardo Lopez, Eduardo Machuca, Robert Molina, Jesus Rodriguez, Raul Rodriguez, and Lenard Williams were determined by dividing monthly Barracuda, LLC 1099 wages by \$15/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Damian Mora, Gerardo Mora, and Jorge H. Perez were determined by dividing monthly Barracuda, LLC 1099 wages by \$20/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Antonio Mora and Juan Padilla were determined by dividing monthly Barracuda, LLC 1099 wages by \$25/hr. and rounding up to the nearest quarter hour.

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages - Barracuda, LLC

SS#	Name	2006					2007					Total Wages		
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		Apr	May
██████████-8215	CARPIELLO, RICHARD	5,387.16	2,902.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,289.76
██████████-7176	CARUSO, TONY	0.00	0.00	0.00	0.00	0.00	0.00	930.72	0.00	0.00	1,640.60	0.00	0.00	2,571.32
██████████-9308	CERVANTES, JUAN C	0.00	0.00	0.00	0.00	0.00	0.00	2,208.50	0.00	1,262.00	3,257.53	0.00	0.00	6,941.03
██████████-7058	CERVANTES SR, JUAN C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	883.40	0.00	615.22	1,498.62
██████████-1462	CIKASKAS, DONNY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,606.30	4,606.30
██████████-2973	GARDUÑO, ARTURO	0.00	0.00	0.00	0.00	0.00	0.00	2,003.42	0.00	1,262.00	1,908.77	0.00	0.00	5,174.19
██████████-7428	GOMEZ, HERACLIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,538.06	0.00	0.00	1,538.06
██████████-7742	JARAMILLO, E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,082.30	2,082.30
██████████-7867	LOPEZ, EDUARDO	0.00	0.00	0.00	0.00	0.00	0.00	2,571.32	347.05	1,845.67	7,201.28	0.00	0.00	11,965.32
██████████-8735	MACHUCA, EDUARDO	0.00	0.00	0.00	0.00	0.00	0.00	449.58	0.00	0.00	0.00	0.00	0.00	449.58
██████████-5786	MOLINA, ROBERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,979.76	8,439.62	10,419.38
██████████-9544	MORA, ANTONIO	5,418.71	3,754.45	4,330.23	6,049.71	4,330.23	4,006.85	4,937.57	1,672.15	985.93	5,087.43	4,448.55	4,724.61	49,746.42
██████████-8074	MORA, DAMIAN	2,445.12	0.00	0.00	1,056.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,183.12	4,685.16
██████████-9039	MORA, GERARDO	4,322.35	4,527.42	5,615.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,465.67
██████████-0901	PADILLA, JUAN	4,006.85	2,476.67	3,951.63	5,292.51	4,093.61	2,934.15	4,282.91	1,104.25	1,427.63	3,699.23	4,306.57	4,472.21	42,048.22
██████████-5949	PEREZ, JORGE H	0.00	0.00	0.00	2,871.05	4,385.45	2,871.05	1,703.70	473.25	0.00	0.00	1,151.57	0.00	13,456.07
██████████-0849	RODRIGUEZ, JESUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,334.70	520.57	0.00	2,855.27
██████████-8898	RODRIGUEZ, RAUL	0.00	0.00	0.00	0.00	1,719.47	0.00	0.00	0.00	0.00	962.27	788.75	0.00	3,470.49
██████████-2206	WILLIAMS, LENARD	0.00	0.00	0.00	0.00	0.00	0.00	425.92	0.00	0.00	0.00	0.00	0.00	425.92
	Total	21,580.19	13,661.14	13,897.76	15,270.19	14,528.76	9,812.05	19,513.64	3,596.70	6,783.23	28,513.27	13,195.77	26,817.48	187,170.18

Rate - 1.75% of gross wages													
Dues	377.65	239.07	243.21	267.23	254.25	171.71	341.49	62.94	118.71	498.98	230.93	469.31	3275.48

Rate - 1.75% of gross wages

Dues

377.65

239.07

243.21

267.23

254.25

171.71

341.49

62.94

118.71

498.98

230.93

469.31

3275.48

Note: Dues deficiencies were calculated based on scale of \$31.55/hr.

Employer Name -	BONGI CONSTR. / BARRACUDA, LLC	Person Contacted -	GREGORY ROSS
Employer -	20446	Date of Contact -	MARCH 13, 2008
Date of Audit -	MARCH 31, 2008	Telephone -	847-980-8201
Audit Period -	JAN. 1, 2004 - DEC. 31, 2007	Auditor -	DANIEL TIMM

Laborers' District Council

Reconciliation Between Actual and Reported Hours - Barracuda, LLC

SS#	Name	Rate	2007												2008					Total Hours
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
7470	CARUSO, TONY		0.00	0.00	0.00	0.00	0.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	22.00					
9303	CERVANTES, JUAN C		0.00	0.00	105.50	0.00	0.00	0.00	96.00	0.00	0.00	0.00	0.00	0.00	201.50					
9098	CERVANTES SR, JUAN C		0.00	0.00	105.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.50					
4462	CIKAUSKAS, DONNY		303.50	200.00	278.00	164.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	946.25					
8959	ESCAMILLA, FELECIANO		57.25	135.75	113.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	306.25					
0781	ESCAMILLA, MIGUEL		0.00	104.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.00					
2973	GARDUÑO, ARTURO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
8381	GOMEZ, HERACLIO		0.00	0.00	0.00	0.00	0.00	0.00	56.75	0.00	0.00	0.00	0.00	0.00	56.75					
4076	HUERTA, JOSE		0.00	0.00	112.50	196.50	211.25	357.75	244.00	0.00	0.00	0.00	0.00	0.00	1,122.00					
7742	HULL, TROY		0.00	0.00	0.00	0.00	0.00	2.00	53.25	0.00	0.00	0.00	0.00	0.00	55.25					
7867	JARAMILLO, E		0.00	0.00	0.00	0.00	0.00	0.00	121.00	0.00	0.00	0.00	0.00	0.00	121.00					
6766	LOPEZ, EDUARDO		51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00					
9544	MOLINA, ROBERT		180.00	137.50	317.50	300.50	55.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	991.00					
0901	MORA, ANTONIO		224.25	195.50	158.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	577.75					
5949	PADILLA, JUAN		211.75	177.75	236.75	189.75	185.50	215.25	291.75	0.00	0.00	0.00	0.00	0.00	1,510.50					
0895	PEREZ, JORGE H		0.00	45.50	109.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155.25					
4433	RODRIGUEZ, RAUL		0.00	0.00	0.00	76.00	285.50	466.00	283.00	0.00	0.00	0.00	0.00	0.00	1,110.50					
9365	SAJUAN, GERRARDO		0.00	42.00	69.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.50					
	VALENCIA, RAMIRO		0.00	12.75	108.00	0.00	0.00	0.00	4.50	0.00	0.00	0.00	0.00	0.00	125.25					
Total			1,027.75	1,050.75	1,716.25	927.50	737.75	1,041.00	1,217.75	0.00	0.00	0.00	0.00	0.00	7,718.75					

Welfare	\$7.97	8,191.17	8,374.48	13,678.51	7,392.18	5,879.87	8,296.77	9,705.47	0.00	0.00	0.00	0.00	0.00	0.00	61,518.45
Pension	\$5.68	5,837.62	5,968.26	9,748.30	5,268.20	4,190.42	5,912.88	6,916.82	0.00	0.00	0.00	0.00	0.00	0.00	43,842.50
Training	\$0.22	226.11	231.17	377.58	204.05	162.31	229.02	267.91	0.00	0.00	0.00	0.00	0.00	0.00	1,698.15
CAICA	\$0.08	82.22	84.06	137.30	74.20	59.02	83.28	97.42	0.00	0.00	0.00	0.00	0.00	0.00	617.50
LECET	\$0.05	51.39	52.54	85.81	46.38	36.89	52.05	60.89	0.00	0.00	0.00	0.00	0.00	0.00	386.95
LMDC	\$0.12	123.33	126.09	205.95	111.30	88.53	124.92	146.13	0.00	0.00	0.00	0.00	0.00	0.00	926.25
Working Dues	\$0.00	936.92	957.89	1,564.58	845.53	672.55	949.00	1,110.13	0.00	0.00	0.00	0.00	0.00	0.00	7,026.60
Total		15,448.76	15,794.49	25,798.03	13,941.84	11,089.59	15,647.92	18,304.77	0.00	0.00	0.00	0.00	0.00	0.00	116,025.40

Note: Hours worked for Jose Huerta were determined by dividing monthly Barracuda, LLC 1099 wages by \$12/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Tony Caruso, Juan C. Cervantes, Juan C. Cervantes, Sr., Donny Cikauskas, Miguel Escamilla, Arturo Garduno, Heraclio Gomez, E. Jaramillo, Eduardo Lopez, Robert Molina, Raul Rodriguez, and Gerrardo Sajuan were determined by dividing monthly Barracuda, LLC 1099 wages by \$15/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Jorge H. Perez and Ramiro Valencia were determined by dividing monthly Barracuda, LLC 1099 wages by \$20/hr. and rounding up to the nearest quarter hour.

Note: Hours worked for Feleciano Escamilla, Troy Hull, Antonio Mora and Juan Padilla were determined by dividing monthly Barracuda, LLC 1099 wages by \$25/hr. and rounding up to the nearest quarter hour.

Laborers' District Council

Reconciliation Between Actual and Reported Gross Wages - Barracuda, LLC

SS#	Name	2007												2008					Total Wages
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
7170	CARUSO, TONY	0.00	0.00	0.00	0.00	0.00	0.00	729.30	0.00	0.00	0.00	0.00	0.00	729.30					
9303	CERVANTES, JUAN C	0.00	0.00	3,497.32	0.00	0.00	0.00	3,182.40	0.00	0.00	0.00	0.00	0.00	6,679.72					
7058	CERVANTES SR, JUAN C	0.00	0.00	3,497.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,497.32					
4462	CIKAUSKAS, DONNY	10,061.02	6,630.00	9,215.70	5,461.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,368.18					
8959	ESCAMILLA, FELECIANO	1,897.83	4,500.11	3,754.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,152.17					
0761	ESCAMILLA, MIGUEL	0.00	3,447.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,447.60					
2973	GARDUÑO, ARTURO	0.00	0.00	0.00	0.00	0.00	0.00	1,508.32	0.00	0.00	0.00	0.00	0.00	1,508.32					
7426	GOMEZ, HERACLIO	0.00	0.00	0.00	0.00	0.00	0.00	1,881.26	0.00	0.00	0.00	0.00	0.00	1,881.26					
8381	HUERTA, JOSE	0.00	0.00	3,729.37	6,513.97	7,002.93	11,859.41	8,088.60	0.00	0.00	0.00	0.00	0.00	37,194.28					
4076	HULL, TROY	0.00	0.00	0.00	0.00	0.00	66.30	1,765.23	0.00	0.00	0.00	0.00	0.00	1,831.53					
7742	JARAMILLO, E	0.00	0.00	0.00	0.00	0.00	0.00	4,011.15	0.00	0.00	0.00	0.00	0.00	4,011.15					
7867	LOPEZ, EDUARDO	1,690.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,690.65					
5766	MOLINA, ROBERT	5,967.00	4,558.12	10,525.12	9,961.57	1,839.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,851.63					
9544	MORA, ANTONIO	7,433.88	6,480.82	5,237.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,152.40					
0901	PADILLA, JUAN	7,019.51	5,892.41	7,914.56	6,290.21	6,149.32	7,135.53	9,671.51	0.00	0.00	0.00	0.00	0.00	50,073.05					
5949	PEREZ, JORGE H	0.00	1,508.32	3,638.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,146.53					
0865	RODRIGUEZ, RAUL	0.00	0.00	0.00	2,519.40	9,464.32	15,447.90	9,381.45	0.00	0.00	0.00	0.00	0.00	36,813.07					
4433	SAJUAN, GERRARDO	0.00	1,392.30	2,303.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,696.22					
9385	VALENCIA, RAMIRO	0.00	422.66	3,580.20	0.00	0.00	0.00	149.17	0.00	0.00	0.00	0.00	0.00	4,152.03					
Total		34,069.89	34,832.34	56,893.65	30,746.61	24,456.39	34,509.14	40,368.39	0.00	0.00	0.00	0.00	0.00	255,876.41					

Rate - 2.75% of gross wages

Dues

936.92	957.89	1564.58	845.53	672.55	949.00	1110.13	0.00	0.00	0.00	0.00	0.00	0.00	7036.60
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Note: Dues deficiencies were calculated based on scale of \$33.15/hr.

Employer Name -	BONGI CONSTR. / BARRACUDA, LLC	Person Contacted -	GREGORY ROSS
Employer -	20446	Date of Contact -	MARCH 13, 2008
Date of Audit -	MARCH 31, 2008	Telephone -	847-980-8201
Audit Period -	JAN. 1, 2004 - DEC. 31, 2007	Auditor -	DANIEL TIMM

BANSLEY & KIENER, L.L.P.
PAYROLL AUDIT INFORMATION SHEET

EMPLOYER'S NAME		BONGI CONSTRUCTION CORP. / BARRACUDA, LLC	
ADDRESS		334 E. COLFAX ST., SUITE E	
CITY/STATE/ZIP		PALATINE, IL 60067	
DATE OF CONTACT		MARCH 13, 2008	
CONTACT'S NAME		GREGORY ROSS	
PERSON FUND IS TO CONTACT		SAME AS ABOVE	
ENTITY TYPE		BONGI - CORPORATION BARRACUDA - LLC	
BUSINESS ACTIVITY		EXCAVATION / SEWER & WATER	

EMPLOYER #	20446	PHONE #	847-980-8201
FEIN #	BONGI - 36-3537566 BARRACUDA - 74-3117132	AUDIT PERIOD	1/1/04-12/31/07
TITLE	ACCOUNTANT	TITLE	SAME AS ABOVE
# OF EMPLOY.	3		

OWNERSHIP PERCENTAGES ARE THE SAME FOR BOTH BONGI CONSTRUCTION CORP. AND BARRACUDA, LLC

OWNERSHIP-PRINCIPALS	TITLE	%	ADDRESS
GREGORY F. BONGIOVANNI	N/A	50%	527 W. PEREGRINE DR. PALATINE, IL
PHILIP V. BONGIOVANNI	N/A	50%	555 MONTIGO DR. ELK GROVE VILLAGE, IL

BANKING FACILITIES USED AND ACCOUNT NO.

N/A

DOES EMPLOYER HAVE INTEREST IN OTHER OPERATIONS?

☐ YES

☐ NO

IF YES, LIST NAMES OF SAME

N/A

IS EMPLOYER A MEMBER OF ANY TRADE ORGANIZATION/ASSOCIATION?

☐ YES

☐ NO

IF YES, LIST NAMES OF SAME

N/A

BANSLEY & KIENER, L.L.P.
PAYROLL AUDIT INFORMATION SHEET

AUDIT DATE

MARCH 31, 2008

AUDIT SITE (IF DIFFERENT FROM EMPLOYER'S ADDRESS):

128 W. ST. CHARLES RD.

VILLA PARK, IL 60181

ALL REQUIRED ACCOUNTING RECORDS WERE AVAILABLE WITH THE EXCEPTION OF: NO HOURS WERE

AVAILABLE FOR THE INDIVIDUALS PAID AS SUBCONTRACTORS AND ISSUED A 1099 BY BARRACUDA, LLC.

BRIEFLY DESCRIBE THE NATURE OF THE DELINQUENCY, IF ANY: NUMEROUS INDIVIDUALS WERE PAID AS

SUBCONTRACTORS AND ISSUED A 1099 BY BARRACUDA, LLC. NO CONTRIBUTIONS WERE MADE TO THE FUNDS

FOR THESE HOURS AND WAGES.

DID YOUR EXAMINATION UNCOVER ANYTHING SPECIAL OR UNUSUAL WHICH SHOULD BE BROUGHT TO THE
ATTENTION OF THE FUND COUNSEL OR OTHER INTERESTED PERSONS?

☒ YES

☐ NO

IF YES, EXPLAIN:

SINCE NO HOURS WERE AVAILABLE FOR THE INDIVIDUALS ISSUED A 1099

BY BARRACUDA, LLC, AN HOURLY RATE HAD TO BE DETERMINED FOR EACH INDIVIDUAL TO CALCULATE HOURS

WORKED. THE 1099 WAGES WERE DIVIDED BY EACH INDIVIDUAL'S HOURLY RATE TO CALCULATE HOURS

WORKED. THE HOURLY RATES FOR SOME OF THE INDIVIDUALS WERE ABLE TO BE DETERMINED BY THE

FUNDS. HOWEVER, THE HOURLY RATES FOR THE MAJORITY OF THE INDIVIDUALS WERE UNABLE TO BE

DETERMINED. IN THIS CASE \$15/HR. WAS USED.

AUDITOR:

DANIEL TIMM

CODE 20446

THE FOLLOWING ARE THE FIGURES OWED BY THE ABOVE MENTIONED CONTRACTOR AS A RESULT OF THE AUDIT.

1-1-04-12-31-07 ADDITIONAL HOURS	HOURS	WELFARE			PENSION			TRAINING			DUES	LDCLMCC	MCIAF	RATE	CAICA	RATE	LECET	RATE	CISCO	TOTAL
		WELFARE	RATE		PENSION	RATE		FUND	RATE											
1-1-04-5-31-04	349.00	1,455.33	4.17		1,179.62	3.38		59.33		177.12	41.88	0.12	24.43	0.07	-		17.45	0.05	3.49	2,958.65
6-1-04-5-31-05	4,818.25	30,403.16	6.31		16,574.78	3.44		819.10		2,445.28	578.19	0.12	337.28	0.07	-		240.91	0.05	48.18	51,446.88
6-1-05-5-1-06	309.00	970.69	6.86		557.51	3.94		24.06		163.03	37.08	0.12	9.91	0.07	-		15.45	0.05	1.42	1,779.15
6-1-05-5-31-06	5,808.75	39,848.03	6.86		22,886.48	3.94		987.49		3,064.83	697.05	0.12	406.61	0.07	-		290.44	0.05	58.09	68,239.02
6-1-06-5-31-07	5,932.50	44,256.45	7.46		28,713.30	4.84		1,008.53		3,275.48	711.90	0.12	-	-	474.60	0.08	296.63	0.05	-	78,736.89
6-1-07-12-31-07	7,718.75	61,518.44	7.97		43,842.50	5.68		1,698.13		7,036.60	926.25	0.12	-	-	617.50	0.08	385.94	0.05	-	116,025.36
MEN NOT REPORTED		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	24,936.25	178,452.10			113,754.19			4,596.64		16,162.34	2,992.35		778.23		#####		1,246.82		111.18	319,185.95
10% PENALTIES		11,693.37			6,991.17			289.85		1,616.23	299.24		77.82		109.21		124.68		11.12	21,212.69
20% PENALTIES		12,303.69			8,768.50			339.63												21,411.82
AUDIT COSTS		652.75			652.75															1,305.50
ATTORNEY FEES		-			-															-
ACCUM. PENALTIES																				-
ACCUM. INTEREST																				-
TOTAL DUE	203,101.91				130,166.61			5,226.12		17,778.57	3,291.59		856.05		#####		1,371.50		122.30	363,115.96

